

1
2
3
4
5
6
7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10

11 William Stewart,) CV 12-05621 RSWL (AGRx)
12)
13 Plaintiff,)
14 v.) **ORDER RE: MOTION OF**
15 The Boeing Company,) **FELAHY LAW GROUP TO**
16) **WITHDRAW AS COUNSEL FOR**
17 Defendant.) **PLAINTIFF WILLIAM**
18) **STEWART [26]**

19 Currently before the Court is a motion filed by
20 Felahy Law Group ("Counsel"), which represents
21 Plaintiff William Stewart ("Plaintiff") in this Action,
22 to Withdraw as Counsel for Plaintiff [26]. Having
23 reviewed all papers and arguments pertaining to this
24 Motion, the Court **NOW FINDS AND RULES AS FOLLOWS:**

25 The Court **GRANTS** Counsel's Motion to Withdraw as
26 Counsel for Plaintiff.

27 **I. BACKGROUND**

28 This Action stems from an employment dispute

1 between Plaintiff and his former employer, Defendant
2 The Boeing Company ("Defendant"). On May 4, 2012,
3 Plaintiff filed a lawsuit against Defendant under the
4 California Fair Employment and Housing Act ("FEHA")
5 [1]. On March 19, 2013, Counsel filed a Motion to
6 Withdraw as Counsel of Record [13], claiming that there
7 was a "breakdown of communication" between Plaintiff
8 and Counsel. The Court denied Counsel's Motion,
9 finding that Counsel had not provided sufficient
10 evidentiary support for the Court to permit the
11 withdrawal [23]. On May 15, 2013, Counsel filed a
12 second Motion to Withdraw as Counsel, which is
13 currently before the Court, claiming that Plaintiff
14 breached his agreement to pay Counsel's hourly rate and
15 monthly out-of-pocket costs and has otherwise made it
16 unreasonably difficult for Counsel to effectively carry
17 out its representation of Plaintiff [26].

18 **II. LEGAL STANDARD**

19 According to the Local Rules for the Central
20 District of California, "[a]n attorney may not withdraw
21 as counsel except by leave of court." L.R. 83-2.9.2.1.
22 Where withdrawal of counsel will cause delay in
23 prosecuting the case to completion, the moving party
24 must show "good cause" for the withdrawal and that the
25 "ends of justice require" withdrawal. L.R. 83-2.9.2.4.
26 See also Thompson v. Special Enforcement, Inc., No.
27 EDCV 04-1666-VAP JCRX, 2008 WL 4811404 at *1 (C.D. Cal.
28 Oct. 27, 2008). A motion to withdraw as counsel may

1 only be made upon "written notice given reasonably in
2 advance to the client and to all other parties who have
3 appeared in the action." L.R. 83-2.9.2.1. It is
4 especially important that reasonable notice be given to
5 moving counsel's client because, upon withdrawal, the
6 client will be forced to proceed *pro se* or appoint new
7 counsel through a substitution of attorney. L.R. 83-
8 2.9.2.2.

9 "The decision to grant or deny counsel's motion to
10 withdraw is committed to the sound discretion of the
11 trial court." Thompson, 2008 WL 4811404 at *2 (quoting
12 Kassab v. San Diego Police Dep't, No. 07cv1071 WQH
13 (WMc), 2008 WL 251935 at *1 (S.D. Cal. Jan. 29, 2008)).
14 In ruling on a motion to withdraw as counsel, district
15 courts generally consider: "(1) the reasons why
16 withdrawal is sought; (2) the prejudice withdrawal may
17 cause to other litigants; (3) the harm withdrawal might
18 cause to the administration of justice; and (4) the
19 degree to which withdrawal will delay the resolution of
20 the case." Beard v. Shuttermart of Cal., Inc., No.
21 07CV594WQHLS, 2008 WL 410694 at *2 (S.D. Cal. Feb. 13,
22 2008). See also Nedbank Int'l Ltx. v. Xero Mobile,
23 Inc., No. CV07-6594 PSG (AGRx), 2008 WL 4814706 at *1
24 (C.D. Cal. Oct. 30, 2008). Federal courts also often
25 look to applicable state rules in determining whether
26 adequate grounds exist to excuse counsel from further
27 representation. See Denney v. City of Berkeley, No. C
28 02-5935 JL, 2004 WL 2648293 at *2-*3 (N.D. Cal. Nov.

1 18, 2004) (looking to the California Code of
2 Professional Conduct when determining counsel's motion
3 to withdraw).

4 **III. ANALYSIS**

5 The Court **GRANTS** Counsel's Motion to Withdraw
6 because (1) notice of this Motion has been provided by
7 Counsel to both Plaintiff and Defendant, (2) good cause
8 exists to allow withdrawal of Counsel, and (3)
9 Counsel's withdrawal will not unduly prejudice the
10 Parties, harm the administration of justice, or unduly
11 delay resolution of this case. The failure of a client
12 to pay attorney's fees provides a sufficient basis on
13 which to grant a request to withdraw from
14 representation. See Dist. Council 16 N. Cal. Health &
15 Welfare Trust Fund v. Lambard Enters., Inc., No. C 09-
16 05189SBA, 2010 WL 3339446 at *1 (N.D. Cal. Aug. 24,
17 2010); Darby v. City of Torrance, 810 F. Supp. 275, 276
18 (C.D. Cal. 1992). See also Cal. Rules of Prof'l
19 Conduct R. 3-700(C)(1)(f) (permitting counsel's
20 withdrawal from representation if a client "breaches an
21 agreement or obligation to the [attorney] as to
22 expenses or fees"); Model Rules of Prof'l Conduct R.
23 1.16(b)(6) (permitting counsel's withdrawal from
24 representation if "the representation will result in an
25 unreasonable financial burden on the lawyer"). Counsel
26 has sufficiently established that there is good cause
27 for withdrawing from representation because since
28 November 2011 Plaintiff has failed to pay the

1 outstanding balance for his legal representation, and
2 it is unlikely that Plaintiff will rectify this
3 situation in the future. It is evident that Counsel's
4 continued representation of Plaintiff in this Action
5 will result in an unreasonable financial burden on
6 Counsel. See Cal. Rules of Prof'l Conduct R. 3-
7 700(C)(1)(f); Model Rules of Prof'l Conduct R.
8 1.16(b)(6).

9 Moreover, in light of the evidence before the
10 Court, it does not appear that Counsel's withdrawal
11 from this case will unduly prejudice the Parties, harm
12 the administration of justice, or unduly delay the
13 resolution of this case. Beard, 2008 WL 410694, at *2.
14 Based on the dates set in the Court's Scheduling Order
15 for this case [9], there is sufficient time for new
16 counsel to be hired and sufficiently familiarized with
17 the case without unduly delaying the proceedings or
18 prejudicing the Parties.

19 With regard to Defendant's request that all dates
20 in this Action, including the motion and discovery
21 cutoff dates and the trial date, be continued for at
22 least 120 days, the Court **DENIES** the request because it
23 is procedurally improper. Should Defendant wish to
24 continue the dates in this Action, Defendant should
25 meet and confer with Plaintiff or with Plaintiff's new
26 counsel regarding a stipulation to continue the dates
27 or the possibility of filing a regularly noticed motion
28 seeking as much. See L.R. 7-3.

1 **IV. CONCLUSION**

2 Based on the foregoing, the Court **GRANTS** Counsel's
3 Motion to Withdraw and **DENIES** Defendant's request to
4 continue all dates in this Action.

5 The Felahy Law Group shall ensure the proper
6 transfer of the case file to Plaintiff and/or his new
7 counsel.

8 **IT IS SO ORDERED.**

9 DATED: June 19, 2013

10
11 RONALD S.W. LEW

12 **HONORABLE RONALD S.W. LEW**

13 Senior, U.S. District Court Judge
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28